

LEASE AGREEMENT	
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NEW JERSEY TRANSIT CORPORATION	
AND	
FABER, COE & GREGG OF FLORIDA, INC.	
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LEASE AGREEMENT

BETWEEN

NEW JERSEY TRANSIT CORPORATION

AND

FABER, COE & GREGG OF FLORIDA, INC.

This Lease Agreement (hereinafter, the "Lease") is effective as of the ____ day of March 2009, between, New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105 (hereinafter, the "Lessor"), and Faber, Coe & Gregg of Florida, Inc., with an office located at 550 Meadowlands Parkway, Secaucus, New Jersey, 07004 (hereinafter, "Lessee").

Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor the Demised Premises, as defined in Section 1 hereof. This Lease supersedes and cancels any and all leases, licenses, permits or agreements currently in effect with Lessee for the Demised Premises or any portion thereof. Intending to be legally bound under this Lease and in consideration of the rents to be paid and the covenants and other good and valuable consideration contained herein, Lessor and Lessee hereby agree as follows:

ARTICLE I - DEMISED PREMISES AND TERM

Section 1.01 - Demised Premises

(a) The premises hereby leased consists of approximately 900 square feet, within the Hamilton Railroad Station located in Hamilton Township, County of Mercer, State of New Jersey, as shown on Schedule A attached hereto and made a part hereof (hereinafter, "Demised Premises"). Lessee understands and acknowledges that the Lessor does not guarantee that the Lessee will have vehicular access to the Demised Premises for the purposes of pickup and delivery of items sold in the Demised Premises, and this Lease does not provide for on-site parking for employees or customers of the Lessee.

Section 1.02 - Term

The Lease Term shall be for a period of five (5) years from and after the Commencement Date unless sooner terminated as hereinafter provided in Article IX of this Lease. Unless Lessee is in default of the provisions of this lease as defined in Article VII of this Agreement, Lessee shall have the right, at Lessee's option, to extend this Lease for one (1) additional term of three (3) years (hereinafter, "Option Term"), however, that in the event Lessee is in default of any of the provisions of this Lease (beyond any applicable notice and/or cure periods) at expiration of the current Term, then Lessee's right to extend this Lease shall be null and void, and Lessor shall not be bound thereby. Such Option Term shall be upon the same terms and conditions as set forth herein, except there shall be no further right to extend.

Section 1.03 - Term and Rent Commencement Dates

The Commencement Date, as hereinafter defined, shall be May 1, 2009 . Notwithstanding this provision, Lessor has advised Lessee that the Demised Premises are currently occupied by a tenant who is obliged to vacate the Demised Premises on April 30, 2009 pursuant to the terms of a certain Stipulation of Dismissal With Prejudice between said tenant and Lessor. In the event that the prior tenant fails to vacate the Demised Premises on April 30, 2009, the Commencement Date, and Lessee's obligation to pay Rent and Additional Rent, shall be extended to the date upon which the Demised Premises become available, and the Expiration Date of the Term of the Lease shall be extended accordingly. Lessor and Lessee will execute a Commencement Date Memorandum memorializing the new dates. Unless the Commencement Date is extended per the immediately preceding sentence, Lessee's obligation to pay Rent and Additional Rent shall commence May 1, 2009 (the "Rent Commencement Date") . Lessee agrees to submit plans to Lessor within twenty one (21) days after the Commencement date pursuant to Article IV of this Lease.

ARTICLE II - USE OF DEMISED PREMISES

Section 2.01 - Use

The Demised Premises shall be used solely as a newsstand and Dunkin Donuts brand concession within the Demised Premises. Lessee shall not use and shall not allow, permit or suffer the Demised Premises, or any part thereof, to be used for any other purpose.

Section 2.02 - Permitted Uses

The Demised Premises shall be used only for the first class, professionally managed and operated newsstand and Dunkin Donuts brand concession for the convenience of the traveling public, for the sale of items specifically listed in Schedule B attached and made part hereof.

Section 2.03 - Hours of Operation

Lessee shall open the concession for business, between the hours of ^{4:30 a.m. to 7:30 p.m.} ~~6 a.m.~~ and ~~8 p.m.~~ on all weekdays (M-F) and 7:00 a.m. to 3:00 p.m. Saturday & Sunday. ~~days~~. Lessee shall operate continuously during the operating hours and shall make no changes to the operating hours without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Section 2.04 - Excluded Uses

(a) The Demised Premises may not be used for any purpose other than as a newsstand and a Dunkin Donuts, including, but not limited to the following : low quality gift items, balloons, or pornographic materials, such as "adult" books, "adult" videos or any other related use or activities. Demised Premises shall not be used for the sale of any chewing gum. No automated teller machine (ATM) of any kind shall be used, installed, or maintained within the Concession Area. No ~~electronics~~, televisions of any type, radios, computers or cell phones may be sold. The sale of alcoholic beverages is prohibited. Lessee will not use the Demised Premises for any purpose, which violates or interferes in any way with the restrictive covenants, conditions and easements to which the Demised Premises is or may become subject. Lessee shall, at its sole cost and expense, apply for and maintain in good standing throughout the term of this Lease, all permits and licenses required by any authority from whom any permit or license must be obtained in order for Lessee to lawfully operate its business at the Demised Premises.

(b) The Demised Premises shall not be used for any other purpose, without the prior written consent of Lessor.

ARTICLE III - RENT AND OTHER CHARGES

Section 3.01 - Rent

(a) Minimum Base Rent shall be as follows: (all compensation is payable monthly)

Initial Term:

Lease Year	Annual Compensation	Monthly Compensation
1	\$82,000.00	\$6,833.33
2	\$82,000.00	\$6,833.33
3	\$86,000.00	\$7,166.66
4	\$86,000.00	\$7,166.66
5	\$92,000.00	\$7,666.66

Option Term:

Lease Year	Annual Compensation	Monthly Compensation
6	\$92,000.00	\$7,666.66
7	\$96,000.00	\$8,000.00
8	\$96,000.00	\$8,000.00

All Minimum Base Rent payments shall be due and payable in advance of the first day of each month.

(b) Additional Rent: In addition to the Basic Rent, Lessee shall pay and discharge as additional rent all other amounts, liabilities, costs and obligations which Lessee is obligated to pay under this Lease; and every fine, penalty, interest and charge which may be added for late payment or non-payment thereof ("Additional Rent"). All Additional Rent and any other charges payable hereunder which are not due and payable on a monthly basis shall be due and payable, unless otherwise specified herein, within twenty (20) days of delivery by Lessor to Lessee of notice to

pay the same in the case of Additional Rent payable directly to Lessor and, in the case of items of Additional Rent payable to third parties, shall be due and payable prior to the accrual of any late fines or penalties assessed by said third party. It is the intent and purpose of this Lease that Rent shall be absolutely net to the Lessor, so that this Lease shall yield to Lessor the Rent hereinbefore provided on the dates specified each month during the term of this Lease, and that all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever directly relating to the servicing of the Demised Premises, including, but not limited to, garbage disposal, exterior window cleaning, electricity, air conditioning, heating, pest management, and the like (excepting any payments on account of any mortgage which the Lessor may place upon the building and excepting costs solely related to the operation of the railroad station) which may arise or become due during or after the term of this Lease shall be paid or discharged by Lessee as Additional Rent, and Lessee hereby indemnifies and holds Lessor harmless from and against such costs, fees, interest, charges, expenses, reimbursements, obligations and any interest thereon.

(c) Late Payment of Basic Rent and/or Additional Rent: If any installment of Basic Rent, Percentage Rent and/or Additional Rent is not paid by the due date, Lessee shall pay Lessor a late charge of three percent (3%) of the said Basic Rent, Percentage Rent and/or Additional Rent which is past due and has not been paid, and a like additional late charge for each additional thirty (30) day period that the payment shall remain unpaid provided, however, that such late charge shall, regardless of the actual amount of such late charge, in no event be less than Twenty-Five Dollars (\$25.00) for any month or portion of a month that Basic Rent, Percentage Rent and/or Additional Rent shall remain unpaid. In the event any check submitted to Lessor for

payment of Rent shall be uncollected, Lessee shall pay an additional fee of twenty-five dollars (\$25.00) in each instance.

Place of Payment: (Lockbox)

NJ TRANSIT
P.O. Box 1549
Newark, New Jersey 07101-1549

(d) Lockbox Payments and Acceptance of Rent: If Lessor shall direct Lessee to pay Basic Rent , Percentage Rent and/or Additional Rent to a “lockbox” or other depository whereby checks issued in payment of Basic Rent , Percentage Rent and/or Additional Rent are initially cashed or deposited by a person or entity other than Lessor (albeit on Lessor’s authority), then, for any and all purposes under this Lease: Lessor shall not be deemed to have accepted such payment until thirty (30) days after the date on which Lessor shall have actually received such funds, and (i) Lessor shall be deemed to have accepted such payment if (and only if) within said thirty (30) day period, and (ii) Lessor shall not have refunded (or attempted to refund) such payment to Lessee. Nothing contained in the immediately preceding sentence shall be construed to place Lessee in default of Lessee’s obligation to pay Rent if and for so long as Lessee shall timely pay the Rent required pursuant to this Lease in the manner designated by Lessor.

Section 3.02 - Chronic Late Payments of Rent

Notwithstanding anything in this Lease to the contrary, and without limiting Lessor’s other rights and remedies provided for in this Lease or at law or equity, if Lessee fails to pay by the due date any Base Rent, Percentage Rent, Additional Rent, or any other charges owing under this Lease more than three (3) times within any twelve (12) month period, then Lessor, at its sole election and in its sole and absolute discretion, may do one or more of the following:

- (i) If Lessor shall elect, Lessor shall have the right to terminate the Lease in accordance with the provisions of Article IX of this agreement and evict the Lessee from the Premises;
- (ii) Require that, beginning with the first monthly installment of Base Rent next due, the Base Rent shall no longer be paid in monthly installments, but shall be payable in advance on a quarterly basis, on the first day of the first month of the quarter or three (3) month period;
- (iii) Increase the Security Deposit by an amount that Lessor determines, in its sole and absolute discretion, is necessary to protect its interests; provided that such amount does not exceed three (3) months of the then-applicable monthly Base Rent. Such increase shall be paid by Lessee immediately upon demand by Lessor.

Section 3.03 - Security

(a) Lessee had deposited with Lessor, prior to the effective date of this Lease, the sum of Thirteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$13,666.66) as security for the full and faithful performance by Lessee of all the obligations of Lessee under or in connection with this Lease. If Lessee is in default of any of the provisions of this Lease, Lessor may use, apply or retain all or any part of the security for the payment of (a) unpaid rent, (b) any sum expended by Lessor on Lessee's behalf in accordance with provisions of this Lease, or (c) any sum whatsoever which Lessor may expend or be required to expend as a result of Lessee's default, including sums to relet the Demised Premises. The use, application or retention of the security or any portion thereof by Lessor shall not prevent Lessor from exercising any other right or remedy provided for under this Lease or at law, and shall not limit any recovery to which Lessor may be otherwise entitled.

(b) If Lessee fully and faithfully complies with the provisions of this Lease, the security shall be returned to Lessee within thirty (30) days after the Lessee has vacated the Demised Premises.

The security returned shall bear no interest.

Section 3.04 - Taxes

Lessee covenants and agrees to pay and discharge as Additional Rent, directly to the taxing authority, at least twenty (20) days prior to the due date for same, all taxes, assessments, fees, duties and other impositions of any nature whatsoever (collectively referred to as "Taxes"), that shall be assessed, levied or imposed upon the Demised Premises. If, due to a change in the method of taxation or assessment, any franchise, income, profit or other tax, however designated, shall be substituted by the applicable taxing authority in whole or in part for the Taxes now or hereafter imposed on the Demised Premises, such franchise, income, profit or other tax shall be deemed to be included in the term "Taxes". Lessee shall provide evidence of such payment to Lessor at least ten (10) days prior to the due date for same.

In addition to all rights and remedies hereunder, Lessee shall be liable to Lessor for all costs, including reasonable attorney fees and penalties, incurred by Lessor as a result of any default by Lessee of the provisions of this Lease.

Section 3.05 - Utilities and Services

Lessee, at Lessee's sole cost and expense, shall pay, as Additional Rent, directly to the billing authority prior to the due date for same, the cost of all utilities and services including, but not limited to, electric service, air-conditioning, water and sewer relating to the Demised Premises. Lessor shall have the option to install, or to require Lessee to install, in either event at Lessee's sole cost and expense, necessary connections, supply lines, and where permitted by law, meters

to measure Lessee's consumption of services. Lessor shall not be liable for any temporary suspension of any services, and nothing in this Section shall be construed to obligate Lessor to continue providing any such services regardless of the reason for the discontinuance (Lessor shall, however, make reasonable efforts to arrange for any interrupted services to be promptly restored).

Section 3.06 - Utilities

It is the intent and purpose of this lease that the rent shall be absolutely net to the Lessor, so that this lease shall yield to the Lessor the rent hereinbefore provided on the dates specified each month during the term of the Lease, and that Lessee shall pay, at Lessee's sole cost and expense, directly to the billing authority prior to the date due for the same, all costs, fees, interest, charges, reimbursements, expenses and obligations of every kind and nature whatsoever directly relating to the servicing of the demised premises including, but not limited to, garbage and waste disposal, exterior window cleaning, electricity, air conditioning, heat, hot and cold water, sewerage, window washing, pest management, and the like (excepting any payments on account of any mortgage Lessor may place upon the building). Notwithstanding this provision, the Lessor shall have the option at its sole discretion to provide the aforementioned services or utilities, with the Lessee to reimburse Lessor, as Additional Rent, for Lessor's costs and expenses in connection with the provision of such utilities and services. Lessor estimates that for the initial Lease year, the annual charge for the provision of these services is \$ 6,984.00 (\$7.76 per square foot of the demised premises) payable in advance in monthly installments of \$ 582.00 as additional rent. This charge is subject to an annual escalation to reflect any increases in Lessor's actual costs over the previous Lease year.

Additionally, the Lessor has the option to install, or to require Lessee to install, at Lessee's cost and expense, necessary supply lines, connections and meters where permitted by law, to measure Lessee's consumption of utilities and services. Lessor shall not be liable for any suspension in utilities and services, and nothing in this section shall be construed to obligate Lessor to continue providing such utilities and/or services regardless of the reason for discontinuance. Lessee hereby indemnifies and holds Lessor harmless from and against such costs, fees, interest, charges, expenses, reimbursements and obligations and any interest thereon.

ARTICLE IV - IMPROVEMENTS AND ALTERATIONS

Section 4.01 - Lessee's Improvements and Alterations

(a) Lessor shall not be required to perform any work, install any fixtures or Equipment or render any services to make the Demised Premises ready or prepare the Premises for Lessee's use or occupancy. Subject to Lessor's prior written consent, Lessee, at Lessee's sole cost and expense, may make alterations, installations, additions or improvements to the Demised Premises by using contractors and materials first approved by Lessor, and in accordance with plans and specifications first approved by Lessor and the New Jersey Department of Community Affairs (hereinafter, "DCA"). Lessee agrees, with respect to all alterations, installations, additions or improvements hereunder, that Lessee, at its sole cost and expense, will obtain any requisite approvals and comply with any directives by DCA, if required.

(b) Lessee's Initial Improvements: Lessee's Work

(i) Lessee's Initial Improvements: Subject to the provisions of this Article IV, Lessee's, at Lessee's sole cost and expense, shall perform, or cause to be performed, all alterations and

installations, all structural and non-structural work, and install all equipment and improvements necessary or desirable to fit the Demised Premises for the Permitted Use (hereinafter, "Lessee's Initial Improvements"). Lessee agrees to perform Lessee's Initial Improvements as set forth on Exhibit C, together with others that may be required by Lessor. For purposes of this lease, Lessee's Initial Improvements and other alterations, installations, or improvements which may be proposed by Lessee or required by law throughout the Term ("Subsequent Alterations") shall be hereinafter sometimes referred to as "Lessee's Work."

(ii) Lessee's Initial Improvement Plans: Lessee, at Lessee's sole cost and expense and not later than twenty-one (21) days after the Commencement Date, shall submit five (5) sets of complete plans and specifications (hereinafter, "Lessee's Initial Improvement Plans") in accordance with the DCA Guidelines.

(iii) Submission Procedures: After receipt and review by Lessor of Lessee's Initial Improvement Plans, Lessor (a) shall give its written approval thereto, or (b) shall request revisions, modifications or substitutions. Lessee shall submit such revisions, modifications or substitutions within fifteen (15) calendar days after receipt of such request from Lessor. Upon completion of Lessor's review, Lessor shall give its written approval thereto or shall request additional revisions and modifications therein. The preceding two (2) sentences shall be implemented repeatedly until Lessor gives its written approval for Lessee's Initial Improvement Plans. If Lessor shall deliver written notification to Lessee of such approval, such approval shall not constitute authorization to commence work. Within ten (10) days after Lessee's receipt of Lessor's approval of Lessee's Initial Improvement Plans, Lessee shall provide to Lessor; (1) a certificate or certificates of insurance evidencing worker's compensation insurance covering Lessee's contractors and builder's risk insurance in

compliance with Article VI of this Agreement; (2) copies of executed contracts with all contractors; and (3) a work schedule (hereinafter, the "Schedule").

(c) Lessee shall commence Lessee's Initial Improvements no later than fifteen (15) days from receipt of Lessor's approval of Lessee's Initial Improvement Plans and shall complete all of Lessee's Initial Improvements by the Completion Date as specified in the Schedule. Lessee's Initial Improvements shall not be considered completed for the purpose of this Lease until Lessor has inspected the Premises and determined that Lessee's Initial Improvements have been completed in accordance with Lessee's Initial Improvement Plans.

(d) Conduct of Lessee's Work: Lessee shall not commence any of Lessee's Work on the Demised Premises until receipt of written approval from Lessor, and no work shall be done in the Demised Premises except by Lessee or a contractor or contractors who have been approved by Lessor or its duly authorized representative. All of Lessee's Work shall be done in accordance with Lessee's Initial Improvement Plans as approved by Lessor and in accordance with all applicable federal, state and local laws, ordinances, requirements and regulations, and shall be performed in a safe manner so as not to interfere with railroad operations or pedestrian traffic on the premises or cause injury to NJ TRANSIT employees or the public at large.

(e) Subsequent Alterations: Subject to the provisions of this Article IV, Lessee, at Lessee's sole cost and expense, shall make all repairs and alterations to all or any part of the Demised Premises required to be made under the provisions of this Lease. For any Subsequent Alterations, Lessee must give Lessor prior written notice, and shall submit to Lessor for its approval five (5) complete sets of plans and specifications for Lessor's approval, prior to commencing the

Subsequent Alterations. The approval and work implementation process for Subsequent Alterations shall be the same as the approval process of Lessee's Initial Improvements.

(f) Completion of Lessee's Work:

(i) None of Lessee's Work shall be considered completed for the purpose of this Lease until Lessor has inspected the Premises and determined that Lessee's Work has been completed in accordance with Lessee's plan and specifications, as approved by Lessor, and Lessee shall have delivered to Lessor the as-built documents identified in Section 4.01(i) of this Article IV of the Lease. (ii) Notwithstanding the above, Lessor may, in its sole discretion, grant Lessee permission to operate its business in the Demised Premises upon "substantial completion" of Lessee's Work, provided, however, Lessor shall prepare a "punch list" of items to be completed by Lessee and that such punch list shall be completed within thirty (30) days and provided further that any Construction Security or bond guaranteeing Lessee's performance hereunder shall not be fully returned until Lessee's Work is fully completed or a final Certificate of Occupancy has been issued.

(g) Lessor's Right to Inspect: Lessor shall have the right, but not the obligation, at any time during any construction or alteration performed by Lessee or Lessee's agents within or about the Demised Premises to inspect Lessee's Work for compliance with plans submitted by Lessee and approved by Lessor. If Lessor is not satisfied with Lessee's Work, materials or manner in which it is performed, Lessor shall have the right, but not the obligation, to stop all work until Lessor's objections are satisfied to Lessor's specifications. Lessee hereby waives any claim against Lessor and shall indemnify Lessor from any claims which may be asserted against Lessor on account of any delay and all costs, expenses or damages incurred by Lessee due to Lessor's actions as specified herein. Any inspections, review or approval by Lessor of Lessee's Plans or Lessee's

Work shall not relieve Lessee from any liability therefore, or release Lessee from any of its obligations under the Lease. Lessee acknowledges that any review or approval of plans or specifications by Lessor or consent by Lessor allowing Lessee to perform Lessee's Work in the Demised Premises is for Lessor's purposes only and without any representation or warranty whatsoever to Lessee with respect to the adequacy, correctness or efficiency thereof or the compliance of the same with any Legal Requirements or Insurance Requirements or any other matter.

(h) Construction Costs:

Lessee agrees to pay any and all costs and expenses of performing Lessee's Work and to indemnify and hold harmless Lessor from any claims against Lessor arising from Lessee's Work.

No Lessee's Work estimated to cost more than Fifteen Thousand Dollars (\$15,000.00) (as estimated by Lessor's architect, licensed professional engineer, or general contractor) shall be undertaken except under the supervision of a licensed architect or licensed professional engineer reasonably satisfactory to Lessor. For purposes of the first sentence of this Subsection, the term "supervision" shall mean the preparation of plans and specifications and sign-off and, in the event that Lessee's Work affects the Building's structure and/or systems, on-site supervision during the performance of work affecting the Building's structure or systems.

No Lessee's Work shall be undertaken prior to Lessee having deposited with Lessor a cash deposit or a Letter of Credit meeting the requirements set forth in Article V, Section 5.02(d) herein, in an amount equal to One Hundred and Twenty Percent (120%) of the estimated cost

of Lessee's Work ("Construction Security Deposit") as security for Lessee's full, faithful and punctual performance of all alterations, modifications, improvements, repairs and/or replacements to be done at the Demised Premises pursuant to this Lease. In the event that Lessee defaults in respect to any term, provision, covenant or condition of this Lease with respect to Lessee's Work, Lessor may use, apply or retain the whole or any part of the Construction Security Deposit, as the case may be, and the interest, if any, accrued thereon to cure such default or for repayment of any sum which Lessor may expend or may be required to expend by reason of Lessee's default. Such right of Lessor shall be in addition to and not in lieu of any other rights or remedies available to Lessor under this Lease or at law or in equity. Upon (a) completion of all work to be performed by Lessee pursuant to this Lease with respect to which the Construction Security Deposit applies, (b) approval of such work by Lessor, (c) Lessee's delivery to Lessor of the as-built documents identified in subsection (i) of this Article, the Construction Security Deposit, less the sum which Lessor is entitled by statute as administrative expenses, shall be returned to Lessee within sixty (60) days of such completion and approval.

As-Built Drawings: One (1) copy of all original designs, contracts, detail and shop drawings, together with one copy of the reproducible Lessee's Plans used by Lessee for Lessee's Work marked to show any changes and re-certified (having been initially stamped) shall be delivered by the architects to Lessor immediately upon completion of construction, and shall thereupon become the property of the Lessor. Lessor will cooperate with Lessee in making its application to obtain licenses and permits necessary for Lessee's Work, at Lessee's sole cost and expense.

Force Account: In the event that Lessor deems it necessary for Lessor to do any work ("Lessor's Work") in connection with any Lessee's Work, or if Lessor, at the request of Lessee, shall do any

work in connection with supplying utilities to Lessee, Lessee shall reimburse Lessor in advance, as Additional Rent, for the actual cost of the work done (the "Actual cost"), as estimated by Lessor, on or before the fifteenth (15th) day after a bill therefore is rendered. Such reimbursement shall be subject to adjustment after completion of Lessor's Work. "Actual Cost" shall include, but not be limited to, Equipment Cost, all Direct Labor Costs and Direct Material Costs, plus such percentages thereof as represent Lessor's overhead rates charges to private individuals and companies at the time the work is performed. "Equipment Cost" shall mean the fair rental value of any equipment owned by Lessor and used in conjunction with such work or the invoice cost of any equipment owned by Lessor and used in conjunction with such work or the invoice cost of any equipment rented by Lessor for use in such work. "Direct Labor Cost" shall mean the gross pay, including overtime and reimbursable employee expenses, if any, paid to Lessor's employees with regard to the work described above. "Direct Material Cost" shall mean the replacement cost of any material taken from inventory or the total purchase and delivery price, including taxes, of any item purchased by Lessor for the work described above. Lessor's list of equipment rental rates in effect at the time the work is done shall be prima facie the fair rental value of Lessor owned equipment.

Prevailing Wage: Lessee agrees that it will pay the prevailing wage for all laborers, craftsmen and apprentices engaged in Lessee's Work, repairs, maintenance, or otherwise as required by and in compliance with The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

No Labor Difficulties: Lessee agrees that it will not at any time prior to or during the Term hereof, whether in connection with Lessee's Work, repairs, maintenance or otherwise, either directly or indirectly, use any contractors and/or labor and/or materials if the use of such contractors and/or labor and/or materials would or will create any labor difficulty with other

contractors and/or labor and/or materials engaged by Lessee or Lessor or others in the construction, maintenance, and/or operation of the Building or NJ TRANSIT or any part thereof.

Mechanic's Liens: Lessee shall not do or suffer anything to be done whereby the Demised Premises may be encumbered by any lien, including without limitation, any mechanic's lien or material men's lien. Lessee agrees to hold Lessor harmless from any obligation to pay for any of the work, labor, and services performed on behalf of Lessee, or for any of the materials or chattels, fixtures and equipment furnished by or to Lessee in connection with Lessee's Work. Lessee agrees that Lessor shall not be liable to pay for any work, labor or services rendered or materials furnished or claimed to be furnished, to or for the improvement of the Demised Premises. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer or material for the performance of any labor or the furnishing of any materials for any specific improvement or alteration to, or repair of, the Demised Premises, all which will be performed by Lessee for its sole benefit, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any liens against Lessor's interest in the Demised Premises. Notice is hereby given that Lessor and its agents shall not be liable for any labor or materials furnished or to be furnished to Lessee. In the event that a lien for such labor or materials shall be filed, Lessee shall, within thirty (30) days after receipt of notice thereof pay or bond such mechanic's lien or material men's lien or otherwise cause the same to be discharged. This provision shall survive the termination of this Lease. If Lessee shall not timely cause the same to be so withdrawn, discharged or removed, then, in addition to whatever other remedies may be available to Lessor there under or by law, Lessor may do so by payment, deposit, bonding proceeding or otherwise

and all costs incurred by Lessor in that connection, including attorneys' fees, together with interest at the Default Interest Rate, shall be reimbursed by Lessee to Lessor upon demand.

Fixtures on Lessee's Property: Lessee shall not install or make part of the Demised Premises any materials, fixtures or articles which are subject to liens, conditional sales contracts, chattel mortgages or security interest (as such term is defined in the Uniform Commercial Code as in effect in New Jersey at the time of installation) which is a lien on the real property. All fixtures, storefronts, built-in equipment, plumbing and other utility installations, air and exhaust ducts, and paneling, partitions, railings and like installations, installed in the Demised Premises at any time, either by Lessee or by Lessor on Lessee's behalf, shall become the property of Lessor and shall remain upon and be surrendered with the Demised Premises unless Lessor elects to have them removed by Lessee, in which event the same shall be removed from the Demised Premises by Lessee prior to the Expiration Date or last day of the Option Term, at Lessee's sole cost and expense. Lessee shall repair any damage to the Demised Premises or the Building due to such removal. All property permitted or required to be removed by Lessee at the end of the Term remaining in the Demised Premises after Lessee's removal shall be deemed abandoned and may, at the election of Lessor, either be retained as Lessor's property or may be removed from the Demised Premises by Lessor. Lessee shall, upon demand, reimburse Lessor for the cost of such removal and the cost of repairing and restoring the Demised Premises to a condition satisfactory to Lessor. In no event shall Lessee remove, modify or disturb any restrooms, flooring, ceilings or electrical or HVAC systems without the Lessor's prior written approval. All other utility systems will be capped and returned to the condition existing prior to installation or to a condition acceptable to Lessor. Any removal of furnishings, machinery, fixtures, equipment, improvements, or personal property by Lessee shall be conducted in a good and workmanlike

manner, and Lessee shall diligently and promptly repair or restore any injury or damage to the Demised Premises or the Building in connection with such removal.

(i) Lessee represents that it shall incur a minimum cost of \$500,000.00 for Lessee's Initial Improvements and shall produce receipts for Lessor's review evidencing the same. In the event that Lessee does not spend this amount on Lessee Initial Improvements, the difference between \$500,000.00 and the amount actually expended shall be remitted to Lessor as Additional Rent over a twelve month period commencing May 1, 2009.

ARTICLE V - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance and Repairs

(a) Lessee, at Lessee's sole cost, shall maintain the Demised Premises in good order and repair and in a safe condition. Lessee shall keep the Demised Premises in a clean and sanitary condition and free from vermin and escaping offensive odors.

(b) Lessor shall be obligated to make "Major Repairs" except for repairs of damages caused by Lessee, its employees, agents or invitees and/or by Lessee's use of the Demised Premises. In such event, Lessee shall be obligated to make such repairs upon written approval by Lessor. For purposes of this Lease, a "Major Repair" shall be defined as a repair to the roof, a repair involving the structural integrity of the building, including structural support beams, foundation and footings, or a repair to any building system including, but not limited to, the plumbing, electrical or HVAC system a repaving of the parking lot, if any, or any like repair. All repairs other than Major Repairs shall be made by Lessee, at its own cost and expense, and shall not require prior approval by Lessor; however, Lessee shall provide prior notice and Lessor reserves

the right to inspect the repairs undertaken to assure that they are done in a good and workmanlike manner.

Section 5.02 - Alterations, Additions or Improvements

(a) Lessee shall not make any major repairs, alterations or improvements (hereinafter "Alterations") on or to the Demised Premises without the prior written consent of Lessor. Any Alterations shall be constructed at Lessee's sole cost and expense.

(b) Lessee agrees and covenants that Lessor shall become the owner of all fixtures, equipment and Alterations to the Demised Premises upon installation thereof, other than trade fixtures. Such fixtures, equipment and Alterations shall be free and clear of any right, title or interest therein of Lessee or any other party and shall not be encumbered by liens or other legal actions.

(c) No Alterations shall be commenced until plans and specifications therefore shall have been submitted to and approved in writing by Lessor and, if required, by the DCA. Under no circumstances shall Lessee be entitled to withhold Rent or deduct or set -off any Rent due hereunder or receive credit or payment for any expenses incurred in connection with the proposed Alterations, nor shall Lessor be held liable for any damage suffered by Lessee as a result of any delays in obtaining such approval or as a result of the denial of such approval. Lessor may specify the time by which such approved repairs or Alterations must be commenced and completed. During the performance of the work on the approved Alterations, Lessee shall carry contractors liability insurance with limits of not less than Three Million Dollars (\$3,000,000.00) naming Lessor and the State of New Jersey as additional insureds. If required by law, Lessee shall also maintain Worker's Compensation and Employer's Liability Insurance with limits of not less than the statutory amount. Lessor shall have the right to require Lessee to

reasonably increase the amount of insurance coverage from time to time. Lessor reserves the right to inspect the Alterations during the construction and upon completion of such work to ensure conformity with approved plans. All required permits, approvals and authorizations must be obtained by Lessee from local municipal bodies or applicable state government entities prior to such Alterations.

(d) Prior to the time Lessee shall commence Alterations, Lessee shall post with Lessor a performance bond for the entire cost of the Alterations or shall deposit with Lessor a Letter of Credit made payable to Lessor in an amount at least equal to the total cost of the Alterations to be proposed by Lessee, plus Twenty Percent (20%) for contingencies. Said amount shall be certified by Lessee, the architect and/or the building contractor performing the Alterations. Such certification shall also provide the actual amount to be expended and the length of time for completion of the Alterations. In the event said Alterations shall not be completed within the time period certified by Lessee, Lessor, in addition to any other rights and remedies set forth herein, shall have the right to use performance bond funds or deposit funds to complete the project. If Lessee fully and faithfully complies with the provisions as hereinabove stated, the funds or any balance thereof shall be returned to Lessee after satisfactory completion of the Alterations. The funds deposited shall bear no interest. In the event Lessee shall fail to complete the Alterations within the time as certified and Lessor causes the Alterations to be completed, any monies not expended, including the contingency funds, shall be retained by Lessor as and for liquidated damages.

(e) Alterations shall not adversely affect passenger safety, services trains or the operations of NJ TRANSIT.

All Alterations must be completed in a good and workmanlike manner and in accordance with approved detailed plans and specifications and in accordance with all applicable laws and regulations. Lessee must pay for all work promptly. Such Alterations must not result in any liens or encumbrances on the leasehold estate of the improvements.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

Section 6.01 - Indemnification and Insurance

(a) Lessee, at its sole cost and expense, shall indemnify, defend and save harmless the State of New Jersey, Lessor and its subsidiaries, their agents, officials, employees, servants, invitees and any other operating authorities Lessor may designate (the "Indemnified Parties") against all just or unjust claims, demands, actions, suits, causes of action, damages, liabilities, judgments, losses of any kind whatsoever, costs and expenses including, but not limited to, reasonable court costs and counsel fees occurring as a result of any alleged injuries, deaths, illegal acts, property damage or violations of any statute or incidents or any other cause whatsoever which may arise accrue against the Indemnified Parties, which (a) arise from or in connection with Lessee's possession, use, occupation, management, repair, maintenance or control of the Demised Premises or any portion thereof; (b) arise from or in connection with any act or omission of Lessee or Lessee's agents, officials, employees, servants or invitees; (c) result from any default, breach, violation or non- performance of this Lease if any provision thereof by Lessee; (d) result in injury to person or property or loss of life sustained in or about the Demised Premises as a result of Lessee's use or occupancy of the Demised Premises. Lessee shall, at its own expense, appear and defend the Indemnified Parties and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against Lessor or other Indemnified Parties in any action, Lessee shall. At its own

expense, satisfy and discharge the same. Lessee shall make no claim against Lessor for or on account of any loss damage whatsoever including, but not limited to, business losses or losses sustained by fire, wind or water and will cause its insurer to waive subrogation rights against Lessor or any designee of Lessor for any claims resulting from any such loss.

(b) Lessee shall maintain a comprehensive general liability policy of insurance. This policy shall protect Lessor, Lessee and any designee of Lessor against liability which arises from any occurrence on or about the Demised Premises consistent with this Lease. The coverage limits of the policy shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage. Lessor reserves the right to require increases in the coverage limits from time to time. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, premises operations liability, personal injury liability, property damage liability, contractual liability, independent contractors liability, and products liability. There shall not be coverage exceptions for property containing or adjacent to railroad facilities.

(c) The Certificate of Liability Insurance must state in the description of operations section: NJ TRANSIT Corporation is included as an additional insured covering the risks and indemnities assumed under lease # (insert lease number).

(d) Lessee shall provide and maintain Worker's Compensation in accordance with the laws of the State of New Jersey and shall require Worker's Compensation insurance by any contractors or agents for their respective employees.

(e) Lessee shall provide and maintain all risk property insurance for the replacement value of the Demised Premises (which insurance shall take into account the Demised Premises' status as a historic structure and, in the event of a fire or other casualty, must be rebuilt as such) as well as all equipment, installations, fixtures and contents in the Demised Premises.

(f). For purposes of this Lease, Lessor may require additional insurance coverage for such other hazards and in such amounts as Lessor may reasonably require provided that such insurance is available at commercially reasonable premiums and is customarily maintained for buildings of similar construction, use and class in the area in which the Premises is located.

(g) All insurance policies required to be maintained pursuant to this Section must insure Lessor as a loss payee, as Lessor's interest may appear.

(h) Lessee shall furnish the Lessor with certificates of all such insurance policies prior to taking possession of the Demised Premises evidencing coverage of at least the amounts described above. **(ALL CERTIFICATES MUST REFERENCE THE LEASE NUMBER. LESSOR AND ANY DESIGNEE OF LESSOR SHAL BE NAMED AS ADDITIONAL INSUREDS ("ADDITIONAL INSUREDS"))**. Lessee shall not take any action to cancel or change any of the insurance required under this Lease without Lessor's prior written approval of such cancellation or change. The maintenance of insurance shall not release Lessee from any liability when liability for injury, death and/or property damage is greater than the insurance coverage.

(i) All insurance policies required to be carried under this Lease shall provide (and any certificate evidencing the existence of any insurance policies shall certify) that unless the Lessor shall be

given thirty (30) days written notice of any cancellation or failure to renew, or material change to, the policies, (i) the insurance shall not be canceled and shall not continue in full force and effect; (ii) the insurance carrier shall not fail to renew the insurance policies for any reason, and (iii) no material change may be made in an insurance policy. Said notice to Lessor shall be sent as set forth in Section 9.14 of the agreement and the thirty (30) days shall commence upon receipt of the notice by Lessor. The insurance policy shall be payable to Lessor, any designee of Lessor and Lessee as their interests may appear. The policy must also be payable whether or not there is negligence on the part of the Lessee and shall provide that no act or omission of Lessee, any assignee of Lessee, of Lessor or any of its assignees or successors, shall excuse payment. Each insurance policy required to be maintained under this Lease shall state that with respect to the interest of Lessor and the Additional Insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Lessee and shall insure Lessor and the Additional Insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Lessee.

(j) All insurance shall be provided by good and solvent insurers authorized to conduct business in the State of New Jersey, and having a AM Best rating of "A-" or better, and reasonably acceptable to Lessor.

(k) If any loss is paid to Lessee, it will be held by Lessee in trust for application to the cost of restoring, repairing, replacing, or rebuilding the Building, and will be disbursed promptly upon receipt by Lessee.

(l) All insurance policies obtained hereunder must include waivers of subrogation against Lessor.

ARTICLE VII - DEFAULT

Section 7.01 - Default

If Lessee shall:

- (1) default in Lessee's covenants to pay Rent, or
- (2) default in Lessee's Franchise Agreement with Dunkin Donuts which extends beyond any applicable cure period therein, or the expiration or termination of the Franchise Agreement; the Parties hereto acknowledging that the continued existence of the Dunkin Donuts Franchise Agreement was a material factor in Lessor's entry into this Lease with Lessee, or
- (3) default on any other covenants set forth herein,

and such default shall not have been cured within thirty (30) days of written notice thereof by Lessor, then, in either such event, Lessor may, in addition to all other remedies available under this Lease or in law or equity, by written notice to Lessee immediately terminate this Lease and reenter the Demised Premises. In such event, the provisions of Article IX of this Lease shall apply. In the event of such termination, the Lessor, at its option, shall forthwith, notwithstanding any other provisions of this Lease, be entitled to recover from the Lessee (in lieu of all other claims for damages on account of such termination) as and for liquidated damages an amount equal to the excess of all Basic Rent and Additional Rent reserved hereunder for the unexpired portion of the term of this Lease discounted at the rate of six percent (6%) per annum to the then present worth, over the fair rental value of the Demised Premises at the time of termination for such unexpired portion of the terms of this Lease and/or in obtaining possession of the Premises and in altering and repairing the Premises and re-letting same, including attorneys' fees, brokerage commissions and other expenses. Lessee hereby waives all right of redemption to

which the Lessee may be entitled by law now or hereafter in force. For the purposes of this Paragraph, all of Lessee's obligations under this Lease shall be deemed to be covenants.

Section 7.02 - Cross Default

Lessee agrees that a default by a Lessee which is an "Affiliate" of Lessee under any leases with Lessor shall be deemed to be a default under this Lease. An Affiliate shall mean a person or entity which is controlled by; controlling, or under common control with Lessee.

ARTICLE VIII - ASSIGNMENT AND SUBLETTING

Section 8.01 - Assignment and Subletting

Lessee shall not assign, transfer or encumber this Lease or sublet or otherwise permit the occupancy by third parties of the Demised Premises, or any part thereof, in any manner. For the purpose of this Section, assignment and/or transfer includes, but are not limited to, a sale or transfer of: (i) the business of the Lessee, (ii) a substantial portion of Lessee's assets, (iii) or, controlling portion of Lessee's stock. For the purpose of this Section, Lessee's interest in this Lease shall be construed as an asset of Lessee.

ARTICLE IX - OTHER PROVISIONS

Section 9.01 - Termination for Convenience

Lessor may terminate this Lease without any liability to Lessee without cause and for convenience upon thirty (30) days written notice to Lessee (hereinafter, "Termination Notice"). Except as otherwise provided herein, Lessor shall give a Termination Notice for termination to occur and then Lessee shall timely vacate and surrender the Demised Premises to Lessor in accordance with the terms and provisions of this Lease. Provided that no event of default shall

exist on the date that the Termination Notice shall be given or on any date thereafter up to and including the date of surrender, Lessor shall pay to Lessee, in consideration for such termination, an amount equal to Lessor's Termination Payment. The "Lessor's Termination Payment" shall mean the unamortized cost of Lessee's costs of certain Alterations which include improvements, appurtenances and fixtures which Lessor and Lessee agreed to be an amount equal to \$500,000 (FIVE HUNDRED THOUSAND DOLLARS AND 00/00 CENTS). These costs shall be established by presentation of detailed bills, paid receipts and invoices, as well as any additional supporting documentation required by Lessor, evidencing the actual costs therefore and shall be provided to Lessor by Lessee within ninety (90) days of completion of the Alterations. Lessee shall not be entitled to reimbursement from Lessor for any Alterations unless Lessee has provided such detailed receipts and invoices to Lessor. Notwithstanding anything to the contrary contained herein, Lessee's entitlement to Lessor's Termination Payment shall be subject to Lessee's compliance with its obligation to deliver possession of the Demised Premises within thirty (30) days, **Time Being of the Essence**, after the Termination Notice is given. In addition to any other remedies available to Lessor, Lessor shall be authorized to reduce the Termination Payment for all costs, losses, claims or liabilities including reasonable attorney fees, that Lessor may incur as a result of Lessee's failure to surrender possession of the Demised Premises pursuant to the requirements herein. Lessor preserves all rights under this Lease including the right to obtain actual damages or costs in an amount exceeding the Lessor's Termination Payment resulting from the Lessee's failure to surrender the Demised Premises. In addition, in the event of such occurrence, the provisions of Section 9.11 will continue to apply.

Section 9.02 - Termination in the Event of Condemnation

If the whole of the Demised Premises shall be acquired or condemned by eminent domain, the term of this Lease shall cease from the date of title vesting in the condemnor. In such event, the provisions of Section 9.08 of this Agreement shall apply.

In the event of a partial taking or condemnation of the Demised Premises, and if the taking is so substantial, in Lessor's or Lessee's bona fide judgment, as to make it inadvisable to continue to occupy the Demised Premises, Lessee or Lessor may terminate this Lease by giving written notice to the other party no later than thirty (30) days after the date of title vesting in the condemnor, and the effective date of termination shall be the date of such title vesting. If there shall be a partial taking or condemnation of the Demised Premises and if Lessee or Lessor shall not elect to terminate this Lease as provided herein, the Basic Rent shall be equitably adjusted.

In the event of any taking or condemnation, Lessee hereby assigns all of its rights to collect any award with respect thereto to Lessor. Notwithstanding the foregoing, Lessee shall have the right to bring a separate action to recover its relocation expenses, provided such award shall not reduce Lessor's award hereunder.

Section 9.03 - Termination Due to Fire or Casualty, Obligation to Rebuild

(a) In the event the Demised Premises or a substantial portion of the train station is partially or totally damaged or destroyed by fire or other casualty, Lessor may terminate this Lease effective as of the date of such fire or casualty by providing written notice of such termination to Lessee within thirty (30) days of such casualty.

(b) In the event the Demised Premises is destroyed or damaged by fire or other casualty, to the extent that the restoration could not reasonably be completed within ninety (90) days, Lessee may terminate this Lease effective as of the date of such fire or casualty by providing written

notice to Lessor within thirty (30) days of such casualty.(c) In the event neither party shall terminate the Lease as a result of such fire or other casualty, Lessor shall restore the Demised Premises, with the exception of the personal property, fixtures, equipment and installations of Lessee, which shall be restored by Lessee at its sole cost and expense.

(d) No damages, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the train station.

Section 9.04 - Acceptance

(a) Lessee covenants and agrees that Lessee has examined the Demised Premises and has entered into this Lease without any representation by Lessor as to the condition thereof. Lessee covenants and agrees that it shall accept the Demised Premises in “as is” condition as of the date of this Lease.

(b) Lessee further recognizes that it enters into this Lease with the understanding that Lessor is operating a railroad business adjacent to the Demised Premises and that this railroad business by its nature may create conditions which may be hazardous or offensive.

Section 9.05 - Noninterference with Lessor

Lessee shall occupy and use the Demised Premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of the Lessor or its subsidiaries or with any structure or facilities appurtenances Lessee to the business of Lessor.

Section 9.06 - Advertising and Signs

All advertising or signs to be placed on the Demised Premises shall have the prior written approval of Lessor. All signs shall be maintained in good condition by Lessee during the term of the Lease and shall be removed by the Lessee upon the expiration or early termination of this Lease or upon Lessor's request and at Lessee's expense.

Section 9.07 - Shop Covenants

(a) Sales messages employed by Lessee, as well as all displays and advertising used by Lessee, must be in good taste and must not mislead consumers.

(b) Lessee will not permit loud noises to emanate from the Demised Premises including, but not limited to, the playing of any musical instruments, radios, televisions, videos, stereos or amplifying equipment.

(c) The keys to all locks to the Demised Premises will be deposited with the Station Supervisor. Such keys will be used only in the event of an emergency and shall be under the strict control and custody of the Station Supervisor.

(d) Lessee shall observe all reasonable rules and regulations established by Lessor, which may be newly-established from time to time, provided that Lessee shall be given at least five (5) days notice of any newly-established rules.

(e) Lessee shall not use space adjacent to the Demised Premises, outside the Demised Premises or any other space in the station not specifically assigned to Lessee for display, storage, sale or any other purpose.

(f) Lessee shall not use any advertising medium which may be heard outside the Demised Premises.

Section 9.08 - Surrender of Demised Premises on Termination Date

(a) On or before the Termination Date of this Lease, Lessee shall quit and surrender the Demised Premises in broom clean and good condition and repair, together with all Alterations which may have been made in or attached to the Demised Premises. Upon or prior to surrender, Lessee shall remove its trade fixtures, including any tanks and personal property, and Lessee shall repair, at Lessee's sole cost, any damage to the Demised Premises caused thereby. Lessor may require Lessee, at Lessee's sole cost, to restore the Demised Premises to the same condition as it was on the Commencement Date of this Lease, reasonable wear and tear excepted, including the removal of Alterations, by notifying Lessee at least thirty (30) days prior to the Termination Date.

(b) Should Lessee fail to fulfill its surrender obligations set forth in Subsection (a) above, Lessor may, at Lessee's sole cost and expense, remove from the Demised Premises trade fixtures, appurtenances, personal property or other additions and restore or repair the Demised Premises, as the case may be. The cost obligation of Lessee shall remain exclusive of and in addition to any price received by Lessor for sale of the property removed. Any trade fixtures not removed by Lessee shall become the property of Lessor, and any monies received from any sale of said fixtures shall be retained by Lessor and Lessor shall not be accountable to Lessee for any part of the proceeds of such sale, if any. In lieu of sale or removal, Lessor may, at its election, retain and use the property remaining.

Section 9.09 - Laws and Regulations

The Lessee shall comply with all governmental laws, regulations and rules with respect to the use, maintenance, and operation and occupancy of the Demised Premises. The provisions of this Lease and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

Section 9.10 - Environmental Regulations and Indemnity

(a) Without limiting any other provisions of this Lease, Lessee shall maintain and keep, at its sole cost, the Demised Premises and all facilities thereon in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:1023, 11b et seq. (the "Spill Act") the Industrial Site Recovery Act, N.J.S.A. 13:1 K-6 et seq. ("ISRA") and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; Lessee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Lessee shall be responsible for all investigatory and corrective measures and other such actions as may be required in connection with such laws, rules and regulations resulting from or during Lessee's use and occupancy of the Demised Premises.

(b) Lessee shall take all necessary precautions to prevent the spilling of hazardous waste and substances, including petroleum products. If it is determined by the Lessor that adequate steps are not being taken by the Lessee, the Lessor may terminate the Lease immediately, without benefit of prior notice to the Lessee, and the use of the Demised Premises will cease until such time as a plan is accepted and agreed to by the Lessor to insure the environmental security of the Demised Premises.

(c) Lessee shall perform and pay, as Additional Rent, any registration, testing or remediation required under any federal, state or local law, regulation or rule concerning hazardous wastes and substances and/or underground storage tanks, or above ground tanks as may be applicable. It shall be Lessee's responsibility and obligation to register storage tanks, to pay fees to test, to clean up or pay to clean up all contamination of the Demised Premises and abutting lands, and to indemnify, hold harmless and defend Lessor. This Section shall survive cancellation or early termination of this Lease.

(d) Lessee hereby agrees to execute such documents Lessor deems necessary and to make such applications as Lessor reasonably requires assuring compliance with ISRA and the Underground Storage of Hazardous Substances Act. Lessee shall bear all costs and expenses incurred by Lessor associated with any required compliance of such acts resulting from Lessee use or occupancy of the Demised Premises including, but not limited to, state agency fees, engineering fees, cleanup costs, filing fees and surety ship expenses. As used in this Lease, ISRA compliance shall include applications for determination of non-applicability by the appropriate governmental authority. The foregoing undertaking shall survive the termination or sooner expiration of the Lease and surrender of the Demised Premises and shall also survive sale, lease or assignment of the Demised Premises by Lessor. Lessee shall immediately provide Lessor with copies of all correspondence, reports, notices, orders, findings, declarations and other materials pertinent to Lessee's compliance with New Jersey Department of Environmental Protection's (NJDEP) requirements under ISRA or any other law, rule or regulation as they are issued or received by the Lessee.

In addition to the provisions set forth herein, Lessee shall not generate, store, manufacture, refine, transport, treat, dispose of or otherwise permit hazardous substances to be present on or

about the Demised Premises. As used herein, Hazardous Substances shall be defined as all materials and substances which have been determined to be hazardous to health or the environment, including those defined as a “hazardous chemical”, “hazardous substance” or a similar term in the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., ISRA, the Spill Act, any rules or regulations promulgated thereunder, or in any other present or future applicable federal, state or local law, rule or regulation relating to environmental protection.

(e) Lessee, at its sole cost and expense, agrees to defend, indemnify and hold harmless Lessor and the other Indemnified Parties identified in Article VI, Section 6.01 of this Lease from and against any and all just or unjust liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including, but not limited to, the fees and expenses of counsel and expert witnesses) which may be incurred by the Indemnified Parties or threatened against the Indemnified Parties, relating to or arising out of any breach by Lessee of this Section 20 relating to environmental responsibilities, said indemnity and obligations under this Section survive the expiration or early termination of the Lease.

Section 9.11 - Lessee Holding Over

If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Demised Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at One Hundred Fifty Percent (150%) of the Basic Rent, Percentage Rent, and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessee shall also continue to be entitled to retake or recover possession of the Demised Premised, as herein before provided, in case of

default on Lessee's failure to surrender possession of the Demised Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

Section 9.12 - Lessor's Rights

(a) Lessee shall permit Lessor or its authorized agents to enter the Demised Premises at any reasonable time for the purpose of inspection. Such inspection or absence of inspection shall not be construed to relieve Lessee of its obligations herein.

(b) Lessor hereby reserves unto itself, its agents, contractors and licensees, the right to construct, use, operate, maintain, repair and renew any of its facilities including, but not limited to, its right-of-way, any pipe, conduit or tunnel, and any electric communication or signal transmission lines, together with poles and guides therefore, and any other of its facilities, as may now exist or may hereafter be placed upon, under, over or adjacent to the Demised Premises, it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses.

Lessor's agents, employees, servants, invitees, contractors and subcontractors are hereby granted unimpeded access to the Demised Premises for the purposes set forth in this Section.

Section 9.13 - Non Discrimination

The parties agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10: 5-31, et seq., as amended and supplemented, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Lease and are binding upon them.

Section 9.14 - Notice

All notices required by this Lease shall be sent by certified letter, return receipt requested, or by a nationally recognized overnight express mail delivery service to the parties at the address listed below, unless either party shall inform the other party in writing of any change in designated parties or addresses:

Lessor: New Jersey Transit Corporation
Real Estate & Economic Development
One Penn Plaza
Newark, New Jersey 07105-2246
Attn: Senior Director of Real Estate

With a Copy to: New Jersey Department of Law and Public Safety
Division of Law
One Penn Plaza East
Newark, NJ 07105-2246
Attn: Section Chief

Lessee: Faber, Coe & Gregg of Florida, Inc.
550 Meadowlands Parkway
Secaucus, New Jersey, 07004
Attn: Charles Finkelstein, Pres.

Section 9.14 - Non-Waiver by Lessor

The various rights, remedies, options and elections of Lessor expressed herein are cumulative, and the failure of Lessor to enforce strict performance by the Lessee of the conditions and covenants of this Lease or to exercise any election or option or to restore or have recourse to any remedy herein conferred, or the acceptance by Lessor of any installment of Rent after breach by the Lessee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by Lessor of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

Section 9.15 - Entire Agreement and Severability

This Lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is held invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

Section 9.16 - Modification

This Lease may be modified only by prior written agreement of the parties.

Section 9.17 - Successors and Assigns

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and, except as otherwise provided in this Lease, their assigns.

Section 9.18 - Limitation of Liability

Pursuant to N.J.S.A. 27:25-17, any and all debts, expenses or obligations incurred by Lessor shall be payable only from funds available to Lessor, and no liability or obligation shall be incurred by Lessor beyond the extent to which monies are available and/or beyond the extent of its equity in the Demised Premises. All potential liability of Lessor hereunder shall be further subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J. S.A. 59:13-1 et seq. No covenant, representation or obligation of the Lessor shall be deemed or construed to create or constitute a debt, liability or a loan or pledge to the credit of the State of New Jersey.

Section 9.19 - Reimbursement of Lessor

If Lessee shall fail or refuse to comply with the performance of any conditions or covenants of the Lease, Lessor may, at the sole discretion of Lessor, carry out and perform such conditions or covenants at the sole cost and expense of Lessee. Lessee shall, upon Lessor's demand, pay said cost in full as Additional Rent by no later than thirty (30) days after receipt of an appropriate invoice from Lessor.

Section 9.20 - Force Majeure

Except as herein provided, neither Lessor nor Lessee shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or material acts of God, acts of the public enemy, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

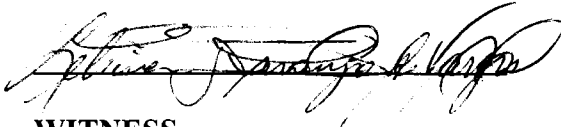
Section 9.21 - Quiet Enjoyment

Lessor covenants and agrees with Lessee that upon Lessee paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Lessee's part to be observed and performed, Lessee may peaceable and quiet enjoy the premises hereby demises, subject, nevertheless, to the terms and conditions of the lease including but not limited to Section 9.01.

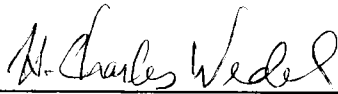
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed this

_____ day of _____, 2009.

NEW JERSEY TRANSIT CORPORATION



WITNESS

By: 

H. Charles Wedel

Chief Financial Officer & Treasurer

FABER, COE & GREGG OF FLORIDA, INC.



WITNESS Mary Page

By: 

Charles Finkelstein
President

This Lease has been approved as to form only.

Anne Milgram
Attorney General of New Jersey

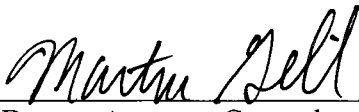
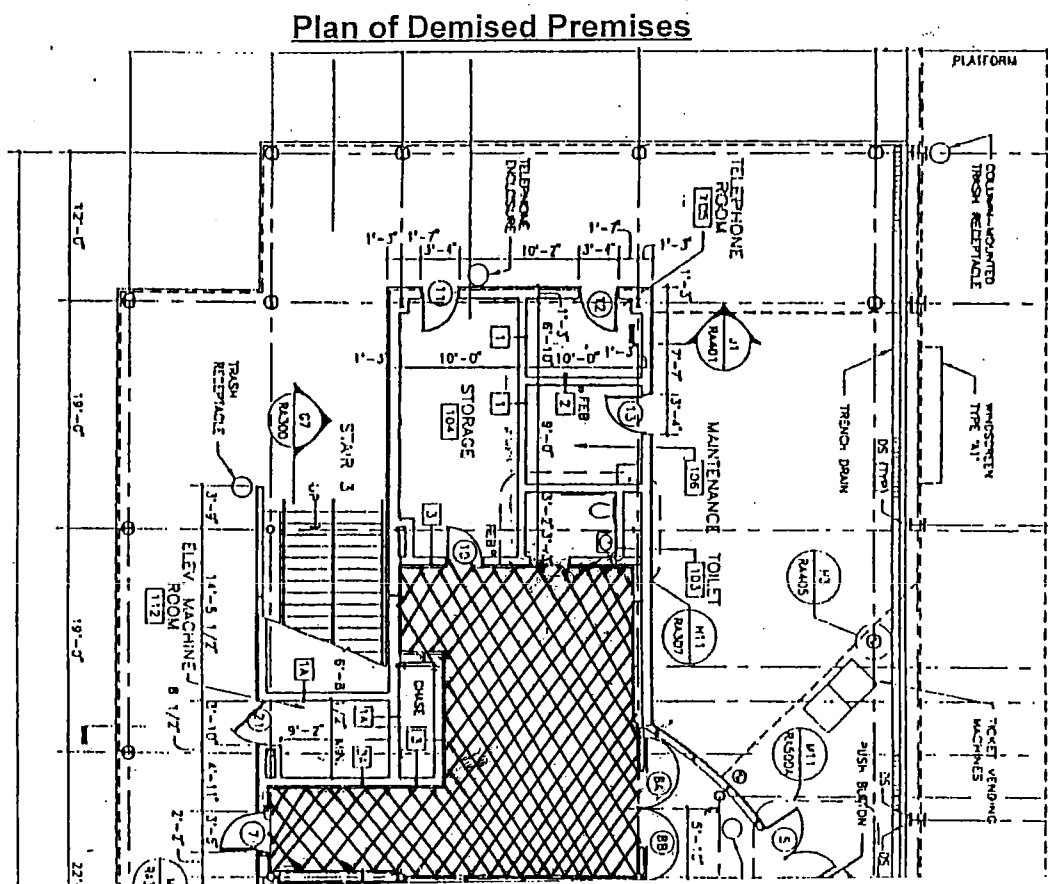
By: 
Deputy Attorney General

EXHIBIT A

To Lease dated _____ between New Jersey Transit Corporation (Lessor) and
 FABER, COE & GREGG OF FLORIDA, INC. (Lessee)

This exhibit is a diagrammatic and is intended only for the purpose of indicating the Demised Premises. Lessor reserves the right to eliminate or add or make changes in the size, location or other aspect of utilities, signs, communications, systems and improvements, as may be required from time to time,



as to
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EXHIBIT B

PERMITTED SALES ITEMS

Sandwich Program, Pizza,
Dunkin Donut brand coffee, tea, capuccinno, baked goods (i.e. donuts, pastries, cookies, muffins,
etc.), all of which are mandatory items.

newspapers
books
magazines
cigarettes and other tobacco products
health & beauty aids (i.e. cold remedies, aspirin, combs, etc.)
~~single serve~~ candy (i.e. M&Ms, Snickers, etc.)
umbrellas
ladies hose
scarves, ties
sunglasses
reading glasses
coffees
teas
soda, water, juices, etc.
pre-packaged cookies
salads
soups
pre-packaged sandwiches & Sandwich program
pre-packaged baked goods (i.e. muffins, pastries, etc.)
Fresh Pretzels & Popcorn
pre-packaged Ice Cream, Yogurt, Fresh Fruit, etc.
Fresh Flowers
electronics

Electronics

batteries
CD's & DVD's
film
One Use Cameras
Computer & Cell Phone accessories

Sandwich & Pizza Programs

Faber will offer a Dunkin Donuts
Branded Sandwich and Pizza Program
(called the "PM Program") this program
will feature warm sandwiches and pizza.
We will also be offering a
Bimmy's Sandwich Program.

The Sandwich program(s) that we will
offer will be of equal or superior
quality to Bimmy's.

Gift & Souvenir Items

T Shirts, Sweat Shirts
Hats & other apparel
Key Chains & Figurines
Mugs, Magnets and other
"hard good" souvenir items.
Toys
Post Cards

Travel Accessories

Luggage, etc.

Other Items

Lotto & Lottery
Maps
Neck Pillows
Stationery & Stationery Supplies
Greeting Cards, pre-paid phone cards.

Tenant acknowledges that the demised premises is intended to be first and
foremost a newsstand and café providing an amenity to the traveling public.
Gift items and ancillary display of approved merchandise shall be done in a
first class manner as space permits, as to not interfere with the primary
newsstand/Dunkin Donuts offering.

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EXHIBIT C

Faber, Coe & Gregg of Florida, Inc. will build out its tenant interior in accordance with plans to be approved as described in this Lease. Such build out will include:

- Ceramic tile floor
- Painted drywall perimeter
- Acoustical ceiling
- Fluorescent lighting fixtures for general lighting, accent lighting for merchandise display
- Painted drywall partition between the stock room and sales floor
- Storefront and door
- Professional refrigerated and non-refrigerated casework for merchandise and cash/wrap
- Dunkin Donuts branded graphics, signage, and menu boards
- Food service equipment, including required waterlines and sinks
- Refrigerator and freezer
- Open shelving storage units

Improvements to also include: Architect design fees, security cameras and alarms, electrical fixtures, store fixtures, fixture lighting and POS cash registers.

(cf) New